

1 **(March 13, 1995)**

2 **Suspension Of Work**

3 Section 1-08.6 is revised to read as follows:

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5 The Engineer may order suspension of all or any part of the work if:

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7 1. Unsuitable weather and such other conditions beyond the control of the
8 Contractor prevents satisfactory and timely performance of the work; or
9
10 2. The Contractor does not comply with the contract or the Engineer's
11 orders.

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13 When ordered by the Engineer to suspend or resume work, the Contractor shall
14 do so immediately.

15
16 If the work is suspended for reason (1) above, the period of work stoppage will be
17 counted as unworkable days. But if the Engineer believes the Contractor should
18 have completed the suspended work before the suspension, all or part of the
19 suspension period may be counted as working days. The Engineer will set the
20 number of unworkable days (or parts of days) by deciding how long the
21 suspension delayed the entire project.

22
23 If the work is suspended for reason (2) above, the period of work stoppage will be
24 counted as working days. The lost work time, however, shall not relieve the
25 Contractor from any contract responsibility.

26
27 If the performance of all or any portion of the work is suspended or delayed by the
28 Engineer in writing for an unreasonable period of time (not originally anticipated,
29 customary, or inherent to the construction industry) and the Contractor believes
30 that additional compensation and/or contract time is due as a result of such
31 suspension or delay, the Contractor shall submit to the Engineer in writing a
32 request for adjustment within seven calendar days of receipt of the notice to
33 resume work. The request shall set forth the reasons and support for such
34 adjustment. Upon receipt, the Engineer will evaluate the Contractor's request. If
35 the Engineer agrees that the cost and/or time required for the performance of the
36 contract has increased as a result of such suspension and the suspension was
37 caused by conditions beyond the control of and not the fault of the Contractor, its
38 suppliers, or subcontractors at any approved tier, and not caused by weather, the
39 Engineer will make an adjustment (excluding profit) and modify the contract in
40 writing accordingly. No contract adjustment will be allowed unless the Contractor
41 has submitted the request for adjustment within the time prescribed. No contract
42 adjustment will be allowed under this clause to the extent that performance would
43 have been suspended or delayed by any other cause, or for which an adjustment
44 is provided for or excluded under any other term or condition of this contract. The
45 Contractor will be notified of the Engineer's determination whether or not an
46 adjustment of the contract is warranted. Any disagreement with the Engineer's
47 determination shall be pursued as provided in Section 1-04.5.

48
49 If the Engineer has not provided the Contractor with a written order to suspend or
50 delay the work and if the Contractor believes that the performance of the work is
51 suspended, delayed, or interrupted for an unreasonable period of time and such
52 suspension, delay or interruption is the responsibility of the Contracting Agency,
53 the Contractor shall immediately submit a written notice of protest to the Engineer
54 as provided in Section 1-04.5. If the Engineer agrees an adjustment is warranted
55 considering all evaluation criteria stated above, the Engineer will make an
56 adjustment (excluding profit) and modify the contract accordingly. However no
57 adjustment shall be allowed for any costs incurred more than 10 calendar days
58 before the date the Engineer receives the Contractor's written notice of protest.

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2 No contract adjustment will be allowed unless all or any part of the work is
3 suspended, delayed, or interrupted for an unreasonable period of time by an act of
4 the Contracting Agency in the administration of the contract, or by failure to act
5 within the time specified in the contract (or if no time is specified, within a
6 reasonable time).
7
8 The Engineer will determine if an equitable adjustment in cost or time is due as
9 provided in this section. The equitable adjustment for increase in costs, if due,
10 shall be subject to the limitations provided in Section 1-09.4, provided that no
11 profit of any kind will be allowed on any increase in cost necessarily caused by
12 the suspension, delay, or interruption.
13
14 If the Contractor contends damages have been suffered as a result of any
15 suspension, delay, or interruption, the Contractor shall keep full and complete
16 records of the costs and additional time of such suspension, delay, or interruption
17 and shall permit the Engineer to have access to those records and any other
18 records as may be deemed necessary by the Engineer to assist in evaluating the
19 Contractor's request for adjustment in cost or time and evaluating any protest.
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21 Requests for extensions of time will be evaluated in accordance with Section 1-
22 08.8.
23
24 The Engineer's determination as to whether or not an adjustment should be made
25 will be final as provided in Section 1-05.1.
26
27 No claim by the Contractor under this clause shall be allowed unless the
28 Contractor has followed the procedures provided in this section and in Sections 1-
29 04.5 and 1-09.11.